



**Stewart Title of Kitsap County**

9633 Levin Road, Suite 101

Silverdale, WA 98383

Phone: (360) 337-2000 ♦ Fax: (360) 337-7384

**Date:** February 4, 2011

**Our Order No.** 201121826

**Fee:** \$350.00

**Environmental Protection Agency**  
**Attention: Grechen Schmidt**  
**1200 6th Avenue #900 MC: ORC158**  
**Seattle, WA 98101**

## **CHAIN OF TITLE REPORT**

Stewart Title of Kitsap County. has searched its indices for Deeds, Land Sale Contracts, Assignments of Land Sale Contracts and Leases, which have been recorded in Kitsap County since and as of January 27, 2011 at 8:00 a.m. we find the following:

We have searched the following described real property:

All of Tract 1, Joseph Daly's Garden Tracts in Government Lot 1, Section 14, Township 24 North, Range 1 East, W.M. in Kitsap County, Washington, according to plat recorded in Volume 4 of Plats, page 11, in Kitsap County, Washington, and more particularly described as follows:

Beginning at the Southwest corner of Tract 1, Joseph Daly's Garden Tracts:

Thence North 00°22' West 240.19 feet along the West line of said tract and its production to the inner harbor line of Port Washington Narrows according to official Harbor Line maps on file at State Land Commissioner's office, Olympia, Washington; Thence along said Inner Harbor Line South 74°14'37" East 14.29 feet; Thence along said Inner Harbor Line North 85°30' East 58.46 feet; Thence Along said Inner Harbor Line South 67°30' East 66.71 feet to its intersection with the production of the East line of Said Tract 1; Thence South 00°22' East 215.33 feet along said East line of said Tract 1 and the production thereof; Thence along the South line of said Tract 1, South 89°58'30" West 133.50 feet to the point of beginning

**Which is shown on the County tax roll as:**

1702 Pennsylvania Avenue  
Bremerton, WA 98337

**The last Deed of Record runs to:**

PNEC Corporation, a Washington Corporation

**We find the following conveyance documents from, through the date set forth above:**

1. Warranty Deed recorded August 5, 1912 under Auditors File No. 63112 with Joseph Daly and Jennie Daly, his wife as Grantors to William Scudder, a married man, as Grantee
2. Deed recorded August 26, 1942 under Auditor's File No. 364980 with William Scudder and May Scudder, as Grantors to General Petroleum Corporation of California, a Delaware Corporation, as Grantee
3. Warranty Deed recorded May 5, 1944 under Auditor's File No. 391109 with Forest L. James and Florence L. James, husband and wife, as Grantors to James O. Skirving and Martha K. Skirving, husband and wife, as Grantee
4. Bargain and Sale Deed recorded January 20, 1976 under Auditor's File No. 1121110 with Mobile Oil Corporation, a New York corporation, formerly known as Socony Mobile Oil Company, Inc., successor by merger to General Petroleum Corporation, of California, as Grantor to Pedersen Oil Inc., as Grantee
5. Statutory Warranty Deed recorded October 18, 1976 under Auditor's File No. 1147907 with Pedersen Oil Company, Inc., aka Pedersen Oil, Inc., a Washington corporation, as Grantor to T. Clinton Blomberg and Rosalie Blomberg, his wife, d/b/a/ C-A-R Enterprises, as Grantee
6. Lease recorded February 4, 1977 under Auditor's File No. 1158284, with Lent's Inc., a Washington Corporation, as Lessor, and Bremerton Oil Inc., a Washington corporation, as lessee.
7. Statutory Warranty Deed recorded November 14, 1980 with T. Clinton Blomberg and Rosalie Blomberg, his wife, d/b/a/ C-A-R Enterprises, as Grantor to James W. Bennett and Dorothea M. Bennett, his wife and Grantee
8. Assignment of Lease recorded November 21, 1990 under Auditor's File No. 8011210137 with Lent's Inc., assignor to Service Fuel Co., Inc, as Assignee.
9. Bill of Sale recorded January 30, 1982 under Auditor's File No. 8101300128 with T. Clinton Blomberg and Rosalie Blomberg, husband and wife, party of the first part and James W. Bennett and Dorothea M. Bennett, his wife, party of the second part.
10. Trustee's Deed recorded July 12, 1988 under Auditor's File No. 8807120025 with John S. Peterson, the duly appointed and qualified Trustee in Bankruptcy for James Willard Bennett and Dorothea Mae Bennett, husband and wife to Wilkins Distributing Co., Inc., its successors, administrators, and assigns
11. Statement of Claim of Mineral Interest recorded April 23, 2002 under Auditors File No. 200204230261.
12. Statutory Warranty Deed recorded September 14, 2006 under Auditor's File No. 200609140303 with Nordic Properties, Inc. as Grantor to PNEC Corporation, a Washington Corporation, as Grantee

13. General taxes, which amount cannot be paid until **February 15, 2011:**

Year: **2011**  
Amount: \$4,538.94  
Levy Code: 0010  
Tax Account No.: 3741-000-001-0007  
Assessed value of land: \$147,430.00  
Assessed value of improvement: \$233,190.00

**WE ASSUME NO LIABILITY IN CONNECTION WITH THIS REPORT BEYOND THE AMOUNT PAID FOR THIS REPORT.**

**THIS IS NOT A TITLE REPORT**, since no examination has been made of the title to the above described property. Our search for documents is limited to this abstract of Deeds, Land Sale Contracts, Assignment of Contracts and Leases which have recorded since; we have searched for no other documents. Therefore, the above listings do not include additional matters which might have been disclosed by an examination of the record title.

**Stewart Title of Kitsap County**



**Chuck Regan, Title Officer**  
**Phone: 360-337-2000**  
**Fax: 360-337-7384**

**CREGAN@STEWART.COM**

Carded For  
GENERAL INDEX

No. 63112

and

Book D76 Page 508

Instrument W. L.

Date July 14 1912

Ack'd " " "

Filed Aug 5 " "

At 4:15 P. M.

Consideration, \$ 500.00

GRANTORS

Joseph Daly  
Genovie Daly, his wife  
William Scudder  
a married man

GRANTEES

GRANTING CLAUSE

J. B. S. C. and Co.

Description of the Plat of

Lot 1, Joseph Daly's Garden Tract

To have and to hold: with appurtenant forever

Covenant: J. W.

Certification: Witness hand and seals.

WITNESSES:

J. P. Flynn

Joseph Daly  
Genovie Daly

[SEAL]

[SEAL]

[SEAL]

[SEAL]

### ACKNOWLEDGMENT

State of Wash. County of King ss. Before

Seal J. A. Pollman H. P. Seattle

TAKEN  
COMPLAINT

NOTICE: IF THE DOCUMENT IN THIS FRAME IS LESS CLEAR THAN THIS NOTICE  
IT IS DUE TO THE QUALITY OF THE DOCUMENT.

364980

recorded

Aug 20 42  
July 15 42 3.30 irsx J. s-t  
William Scudder and Ray Scudder, as a and wf  
to General Petroleum Corporation of California a Delaware corp  
for and warrs to the idre sit in Kew

364980 320 174

All of Pt 1 Joseph Dalys Garden in Cov lot 1, sec 14, twp  
24 N R 1 E 4 W as records in vol 4 of plats pg 11, cco Kew and more  
partic 2;  
"Beg at the SW cor of Pt 1 Joseph Dalys Garden its; th N 30°22'  
W 249.19 ft along the N 1/4 of sd Pt and its production to the Inner  
Harbor line of Port Washington Harrows according to official  
harbor line maps on file at Pt 1 Commissioners office, Olympia Wn;  
th along sd Inner Harbor line S 74°14'37" E 14.29 ft; th along the sd  
Inner Harbor line N 85°10' E 58.46 ft; th along sd Inner Harbor line  
S 67°30' E 66.71 ft to its intersec with the production of the E  
line of sd Pt 1; th N 0°22' E 215.33 ft along sd E 1/4 of sd Pt 1 and  
the production thereon; th along the S 1/4 of sd Pt 1, S 29°58'30"  
W 133.50 ft to the pch

William Scudder  
Ray Scudder  
Werside Co Calif July 15 42 by William Scudder and Ray Scudder as wf  
for and warrs to General Petroleum Corp Benton Harbor Mich  
file by Recd Pl Co to General Petroleum Corp Benton Harbor Mich

Sat of 28 Aug 42  
Aug 19 42  
Buck Sound Power and Light Co  
Co. of Washon  
not on dated Aug 5 37 file in sec 14 twp 24 N R 1 E 4 W no 200695  
vol 214 pg 420

364981 Aug 28 307 500

Power House - owner & light company  
by J. B. Buchanan, Sec of Washon Co  
not on dated Aug 5 37 file in sec 14 twp 24 N R 1 E 4 W no 200695  
vol 214 pg 420  
Schwarz no for warrs at given (as 1)  
file by vendor

364983 to 92 Aug 27 3  
364993 7/3

Plat xpx2 Aug 26 42  
Aug 5 42  
IVY GROVE CO. 17TH TWP. 24 N R 1 E 4 W NO. 2

DEDICATION  
Know all men b. these presents that the city of Bremerton, Wn a  
munic corp of the second class organized and existing by virtue of  
the laws of the St of Wn, 1. the mayor 1. the aldermen of all laws  
embraced in this act are hereby dedicating the same to the use of the  
public forever for a public square, to be situated, as shown on the  
as indicated on this plat to be a public square to be situated as  
by resolution of the city of Bremerton, Wn, passed and adopted  
the 15th day of August 1942.

Attest  
Know all men b. these presents that the city of Bremerton, Wn a  
munic corp of the second class organized and existing by virtue of  
the laws of the St of Wn, 1. the mayor 1. the aldermen of all laws  
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public forever for a public square, to be situated, as shown on the  
as indicated on this plat to be a public square to be situated as  
by resolution of the city of Bremerton, Wn, passed and adopted  
the 15th day of August 1942.

WD May 5 44  
Apr 19 44 \$10. and ovc \$2. \$2.20 1rs  
Forrest L James and Florence J. James, hw  
to  
James O Skirving and Martha K Skirving, hw  
Fp o and w to spt the fdrs

as is

Lot 1, Joseph Daly's Garden Tracts,  
1 Apr 19th 44, to John Swandig and

Row Apr 19 44 by Forrest L James  
Virginia E Ross np for w res: at Browns June 19 46.  
rid by PTCA&Co. ml to R S Hayward Co.

390110 FHL

to  
National Bank of Washington, Tacoma, Washington, a corp of USA  
66  
Fp M. to gr. it succ and assigns, the fare alt in row:

S 0°49'53" W 35 ft; th N 89°55'17" E 216 ft to the top of the monument; at the center of sec 22 tp 24 n r 1 E w. 1/4, the  
 415 ft; th S 0°04'43" E 502 ft; th S 89°55'17" E 702 ft to the top of the monument; at the center of sec 22 tp 24 n r 1 E w. 1/4, the  
 th N 89°55'17" E 22 ft; th S 0°04'43" E 106 ft to the top of the monument; at the center of sec 22 tp 24 n r 1 E w. 1/4, the  
 Summit Ave as now estab; th Wly 1/4 of sec 22 tp 24 n r 1 E w. 1/4, the  
 S 3 ft; th N 89°55'17" E 22 ft; th S 0°04'43" E 106 ft to the top of the monument; at the center of sec 22 tp 24 n r 1 E w. 1/4, the  
 Form 338755---\$3900---4--National Bank of Wash, The Wash--Em-  
 --\$24.69--Aug 44 July 64--

new Apr 11 44. by C H Morton, a widr bnf Rayne White, up for w  
ren at PTO no. Jan 26 46.  
file by PTO&TCo.

390111

Roseella Selvidge  
 Fp, have md, const and app, and by these presents do mk, const and  
 app my wd, sp my true and lawful atty, for me and in my nm, pl  
 and stead, and for my sue and benefit to act generally as my atty  
 and agent at any and all places in rita to any real ppty, prsl  
 ppty, and all other matters in which I may be interested or  
 concerned, and on my behalf to ex all insts and to do all acts  
 and things as fully and effectually in all respects as I myself  
 could do if personally present.  
 I hvy decl

I hereby declare that any act or thing lawfully done hereunder by my sd atty shall be binding on me, my heirs, personal rep and assigns, whether the sm shall have been done bef or after my death or other revocation of this inst, unless and until reliable intelligence or notice thof shall have been recd by my sd atty.

Alameda Co Calif Apr 28 44 by Gene C Salvage  
Roney for Calif res at -- ns Comm ex Apr 2 45.  
fld by PTO&TCo. ml to sp 1225 oth St. Brem

WHEN RECORDED, RETURN TO:

Pedersen Oil Co., Inc.  
1702 Pennsylvania Avenue  
Bremerton, Washington 98310

Bremerton Bulk Plant

BARGAIN AND SALE DEED

1121110

FOR AND IN CONSIDERATION of the sum of FORTY FOUR THOUSAND DOLLARS (\$44,000.00) and other good and valuable consideration, receipt of which is hereby acknowledged, MOBIL OIL CORPORATION, a New York corporation, formerly known as Socony Mobil Oil Company, Inc., successor by merger to General Petroleum Corporation, a Delaware corporation, formerly known as General Petroleum Corporation, of California hereinafter referred to as "Grantor," hereby grants, bargains, sells and conveys, subject to the conditions subsequent set forth below, to PEDERSEN OIL, INC., hereinafter referred to as "Grantee," the following described real property in the County of Kitsap, State of Washington:

All of Tract 1, Joseph Daly's Garden Tracts in Government Lot 1, Section 14, Township 24 North, Range 1, East W.M. as recorded in Volume 4 of Plats Page 11, County Auditor's Office, Kitsap County, Washington, and more particularly described as follows:

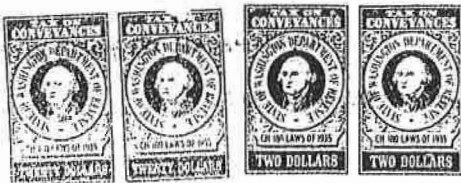
Beginning at the Southwest corner of Tract 1, Joseph Daly's Garden Tracts; thence North 00° 22' West 240.19 feet along the West line of said Tract and its production to the Inner Harbor Line of Port Washington Narrows according to Official Harbor Line Maps on file at State Land Commissioner's Office, Olympia, Washington; thence along said Inner Harbor Line South 74° 14' 37" East 14.29 feet; thence along the said Inner Harbor Line North 85° 30' East 58.46 feet; thence along said Inner Harbor Line South 67° 30' East 66.71 feet to its intersection with the production of the East line of said Tract 1; thence South 00° 22' East 215.33 feet along said East line of said Tract 1 and the production thereof; thence along the South line of said Tract 1, South 89° 58' 30" West 133.50 feet to the point of beginning.

SAVING, EXCEPTING AND RESERVING all oil, gas and other mineral rights in and under said property together with the exclusive right to use such portion of said property lying more than 500 feet below the surface thereof for the extraction of oil, gas and minerals from said property or properties in the vicinity thereof; however with no rights of surface entry whatsoever.

SUBJECT TO current taxes and assessments, and to all reservations, restrictions, conditions, easements and rights-of-way of record.

IN WITNESS WHEREOF, said corporation has caused its corporate name and seal to be affixed hereto and this instrument to be executed by its Vice President and Assistant Secretary thereunto duly authorized.

DATED this 30th day of December, 1975.



MOBIL OIL CORPORATION

By [Signature]  
Vice President

By [Signature]  
Assistant Secretary C. D. FROST  
"Grantor"

REEL 83FRI703

STATE OF NEW YORK  
COUNTY OF NEW YORK } ss:

On this 30th day of December, 1975, before me personally



to me known, who being by me duly sworn did depose and say that he resides in  
that he is  
of  
HOME OIL CORPORATION, the corporation described in and which executed the above instrument; that he knows the seal of  
said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board  
of Directors of said corporation, and that he signed his name thereto by like order.

NOTARY PUBLIC, State of New York  
No. 101110

Qualified as Notary Public  
Certificate filed in New York County  
Term Expires March 31, 1978

*Joseph J. Zolnowski*  
Notary Public

STATE OF NEW YORK  
COUNTY OF NEW YORK } ss:

On this 30th day of December, 1975, before me personally



to me known, who being by me duly sworn did depose and say that he resides in  
that he is  
of  
HOME OIL CORPORATION, the corporation described in and which executed the above instrument; that he knows the seal of  
said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board  
of Directors of said corporation, and that he signed his name thereto by like order.

NOTARY PUBLIC, State of New York  
No. 101110

Qualified as Notary Public  
Certificate filed in New York County  
Term Expires March 31, 1978

*Joseph J. Zolnowski*  
Notary Public

Filed for Record on 26 Dec 76 at 2:45 PM  
Request of PIONEER NAT'L TITLE INS. CO.  
TED WRIGHT, Kitsap County Auditor

REEL 83FR1704

1121110

Lead  
83

320

E-17747



SAFECO TITLE INSURANCE COMPANY  
1109 SECOND AVENUE, SEATTLE, WASHINGTON 98101  
TELEPHONE: 623-0870

Filed for Record at Request of



THIS SPACE RESERVED FOR RECORDER'S USE

5634  
KITSAP COUNTY  
EXCISE TAX  
PAID  
AMOUNT 1150.00  
COUNTY DEED BOOK  
BY E. Haem

NAME JOHN A. BISHOP, Attorney at Law

ADDRESS Drawer SS, Wycoff Station

CITY AND STATE Bremerton, WA 98310



Statutory Warranty Deed  
(CORPORATE FORM)



1147907

THE GRANTOR, PEDERSEN OIL COMPANY, INC., aka Pedersen Oil, Inc.,  
a Washington corporation,  
for and in consideration of Ten & No/100 (\$10.00) Dollars,

in hand paid, conveys and warrants to T. CLINTON BLOMBERG and ROSALIE BLOMBERG, his wife,  
d/b/a C-A-R Enterprises,  
the following described real estate, situated in the County of Kitsap State of Washington:

All that portion of the following described tract lying within Tract 1, Joseph Daly's Garden Tracts, in Government Lot 1, Section 14, Township 24 North, Range 1 East, W.M., as recorded in Volume 4 of Plats, Page 11, County Auditor's Office, Kitsap County, Washington, and more particularly described as follows:

Beginning at the Southwest corner of Tract 1, Joseph Daly's Garden Tracts; thence North 0°22' West 240.19 feet along the West line of said Tract and its production to the inner Harbor line of Port Washington Narrows; according to official Harbor line maps on file at State Land Commissioners Office, Olympia, Washington; thence along said inner Harbor line South 74°14'37" East 14.29 feet; thence along said inner harbor line North 85°30' East 58.46 feet; thence along inner harbor line South 67°30' East 66.71 feet to its intersection with its production of East line of said Tract 1; thence South 0°22' East 215.33 feet along said East line of said Tract 1 and the production thereof; thence along the South line of said Tract 1, South 89°58'30" West 133.5 feet to the True Point of Beginning;

Situate in Kitsap County, Washington.

REEL 9981823

This deed is given subject to a first Deed of Trust to Seattle-First National Bank dated the 2nd day of January, 1976, and recorded under Auditor's Receiving No. 1121111, Reel 83 FR1706, having a balance due of \$42,472.84 and payable at the rate of \$538.71 per month, which the grantees herein take subject to, assume and agree to pay.

IN WITNESS WHEREOF, said corporation has caused this instrument to be executed by its proper officers and its corporate seal to be hereunto affixed this first day of October, 1976.

PEDERSEN OIL COMPANY, INC.

By William H. Thompson President  
By Jeffrey A. Pedersen Secretary

STATE OF WASHINGTON,  
County of KITSAP

On this first day of October, 1976, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared William H. Thompson and Jeffrey A. Pedersen, to me known to be the President and Secretary, respectively, of Pedersen Oil Company, Inc., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year in this certificate above written.

Filed for Record  
Requid of

Def 18 13 76 at 4  
LAND TITLE COMPANY

TED WRIGHT, Kitsap County Auditor

Notary Public in and for the State of Washington  
Bremerton.

REEL 99FR1824

LEASE

THIS INDENTURE made and entered into this 15<sup>th</sup> day of December by and between Lent's, Inc., a Washington corporation, Lessor, and Bremerton Oil, Inc, a Washington corporation, Lessee.

WITNESSETH:

1. For and in consideration of the rentals herein reserved and the covenants hereinafter set forth, Lessor leases to Lessee, and Lessee leases from Lessor, the real estate more fully described on Schedule A, attached hereto, situated in Kitsap County, Washington, subject to the reservations and exceptions hereinafter set forth, upon the following terms and conditions.

2. The term of this lease shall be for a period of TEN YEARS commencing upon the 1st day of July, 1977 and ending upon the 30th day of June, 1987.

3. The monthly rental shall be Nine Hundred and 00/100 (\$900.00) per month, payable in advance on the 1st day of each and every month, at the business address of Lessor.

4. Lessee agrees to provide and pay for its own service utilities, including water, electricity, gas, heat and all other utilities, which may be required or used by Lessee.

Lessor shall pay all real estate taxes and assessments on the premises; provided, however, that Lessee shall pay the amount of any increases therein over the amount of such taxes payable during the calendar year 1977 which sum is \_\_\_\_\_.

5. Lessee agrees to keep said premises in a clean, neat and orderly condition and will not permit waste thereon or conduct therein any unlawful business or enterprise and Lessee agrees to operate said premises in compliance with all laws and public regulations. ~~Lessor shall provide Lessee with all operation manuals, engineering studies and related matters required by the U.S. Coast Guard, Department of Ecology, O.S.H.A., Fire Department and other~~

REEL 106FR 232

1158284

~~governmental agencies in order to apprise Lessee of all necessary laws, codes, and public regulations.~~ *CB. BEM* Lessor agrees to operate and maintain the premises in accordance with all laws and public regulations.

6. Lessee shall not assign or sublet this lease or any portion of the premises without the written consent of Lessor. In the event Lessor does so consent in writing to said assignment or subletting it is agreed that this shall not constitute a waiver of this provision as to subsequent assignments or subletting without Lessor's written consent.

7. No alterations or changes in the walls, floors or ceilings of said premises shall be made by Lessee without the written consent of Lessor. All improvements made by Lessee with the consent of Lessor which are substantial and make necessary any structural change or alterations in said premises shall become the property of Lessor at the termination of this lease or any extension thereof.

8. Lessee shall surrender possession of said premises at the expiration of this lease without further notice to quit and without further notice to repair and in as good repair and condition as the same are now in or may hereafter be placed, unavoidable wear through careful use or damage by fire caused without any fault on Lessee's part excepted.

9. Lessee shall hold Lessor harmless from any and all liabilities caused by the negligence of Lessee and which may arise by virtue of the tenancy of said property by Lessee. In the event any judgment should be obtained against Lessor arising out of Lessee's negligence and occupancy, or tenancy of said property, Lessee shall pay the same, and if any such judgment should be unpaid and unsatisfied, such failure to pay the same shall constitute a breach of this lease for which the same may be cancelled at the option of Lessor.

REEL 106FR 233

10. Any material failure on Lessee's part to comply with any of the terms, covenants and conditions of this lease shall constitute a default and Lessor may proceed to cancel the lease, and they may elect to declare a forfeiture of its lease and all Lessee's rights thereunder. An ordinary notice to quit shall be sufficient for this purpose as well as a basis for suit for possession. The acceptance of partial payments of rent due shall not constitute a waiver of the right of action for the balance due aided by attachment or of action for forcible entry and detainer for possession on account of the unpaid balance of rent for the month upon which part payment was made. In the event legal action is necessary by either party, the prevailing party shall be entitled to a reasonable sum for attorney's fees, said sum to be fixed by the court.

11. In the event Lessee should become insolvent or bankrupt, this lease shall immediately terminate and this lease shall in no event be considered an asset of the Lessee in the event of any such insolvency or bankruptcy.

12. In the event any or all of the premises herein demised are condemned by any government authority, including but not by way of limitation, school districts, city, State of Washington, or Federal Government, then, at Lessee's option, this lease shall immediately terminate and the rights of Lessee shall be terminated and it shall not participate in any award of condemnation damages.

13. If during the term of this lease, the building improvements should be more than 50% destroyed by fire or the elements, or partly destroyed, at Lessee's option, the parties shall renegotiate the terms of or cancel the lease. If said premises are repairable within ninety (90) days from the happening of such injury, then at the option of the Lessor he may restore or repair them, and the rent shall not run or accrue after the injury or while the process of repair is going on, and the Lessor shall do so at all reasonable speed and the rent shall recommence after said repair is completed and the premises are fit for occupancy by Lessee.

14. Lessor shall at his expense maintain and repair the

REL106PM 234

roof, black topping, structure, tanks, pipelines, loading facilities, docks and related facilities and exterior of the building, including foundations, (except glass). Lessee shall at its expense make any other necessary repairs to the building, including glass, wiring, plumbing and all other repairs necessary for the use and enjoyment of said building, including interior painting and decoration.

15. Lessee shall keep said premises in a clean and neat condition, reasonable wear excepted, and Lessor shall have the right to inspect the same at reasonable times and intervals.

16. Lessee accepts the condition of the premises as is, and Lessor as between these parties shall not be liable in damages, loss or injury to the person, property or effects of the Lessee or any other person suffering damages to the person or property in and about the same by reason of any present, future, latent or other defects in the form, character or condition of the premises.

17. Lessee shall have the right, at its option, to renew or extend this lease for a further term of five (5) years commencing at the expiration of the initial lease term, upon the same terms and conditions as herein stated except for monthly rental. In the event Lessee exercises its option to renew this lease, either party upon written notice given to the other party at least thirty (30) days prior to the end of the term of this lease, may ask for an adjustment of the rental for the option term and the parties shall in good faith promptly meet to negotiate a new rental rate. If the parties fail to negotiate a satisfactory rent within thirty (30) days after receipt of the written request to adjust the rent by the party to whom it was addressed, then the matter shall be submitted to an arbitrator mutually agreed upon by the parties. If the parties cannot agree on an arbitrator, said arbitrator shall be selected by the presiding judge for Kitsap County. The parties agree to be bound by the determination of rent made by the arbitrator. The rent during the negotiation or arbitration period shall continue at the current rate, but any change in the rent made by the arbitrator

REC106R 235

shall be effective as of the first day of January following the year in which timely notice was given to adjust the rent. Any change in rent shall not take into account the oil tanks, oil piping, concrete retaining walls and bases, and oil distribution facilities placed on the premises prior to or subsequent to the commencement date of the lease, by Lessee.

Lessee shall have the further right, at its option, to renew or extend this lease for an additional term of five (5) years commencing at the expiration of the above-stated optional five (5) year term if said option is exercised. Said additional optional five (5) year term shall be upon the same terms and conditions as herein stated and shall be negotiated and settled upon in the same manner as hereinabove set forth for the first optional term.

18. Lessor hereby releases Lessee of and from every and all right, claim and demand that Lessor may hereafter have against Lessee, its successors, or assigns, arising out of or in connection with any loss or losses occasioned by fire and such items as are included under the normal extended coverage clauses of fire insurance policies and does hereby waive all right of subrogation in favor of insurance carriers against Lessee arising out of any losses occasioned by fire and such items as are included under the normal extended coverage clauses of fire insurance policies and does hereby waive all right of subrogation in favor of insurance carriers against Lessee arising out of any normal extended coverage clauses of fire insurance policies and does hereby waive all right of subrogation in favor of insurance carriers against Lessee arising out of any losses occasioned by fire and such items as are included under the normal extended coverage clauses of fire insurance policies and does hereby waive all rights of subrogation in favor of insurance carriers against Lessee arising out of any losses occasioned by fire and such items as are included under the normal extended coverage clauses of fire insurance policies and sustained by Lessor in or around premises. Lessee hereby releases Lessor from any and every right, claim and demand that Lessee may

hereafter have against Lessor or Lessor's successors or assigns, arising out of or in connection with any loss or losses occasioned by fire and such items as are included under the normal extended coverage clauses of fire insurance policies, and does hereby waive all rights of subrogation in favor of insurance carriers against Lessor arising out of any losses occasioned by fire and such items as are included under the normal extended coverage clauses of fire insurance policies, sustained by Lessee to its trade, fixtures, equipment and merchandise in premises. The waivers provided for in this paragraph shall be applicable and effective only in the event such waivers are obtainable from the insurance carriers concerned.

19. Lessee at its option shall be entitled to cancel this lease upon ninety (90) days prior written notice if Lessee shall sell the whole of said business to any party who is not a stockholder of Bremerton Oil, Inc., on the date of the signing of this agreement.

20 This agreement shall be binding on the heirs, assignees, and successors in interest of either party hereto. *CO. M*

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

LESSOR:

LESSEE:

BREMERTON OIL, INC.

BY

*Clinton Blomberg*

BY

*Gladys E. Myers*

BY

*Lawrence J. Hughes*

BY

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KITSAP )

On this 15<sup>th</sup> day of Nov. 1976 personally appeared

*The above individuals* to me known to be the individual 1 described in and who executed the within instrument, and acknowledged to me that They signed and sealed the same as Their free and voluntary act and deed for the uses and purposes therein mentioned and that they had the authority to execute this instrument.

REEL 106A 237

*Bill J. Middleton*  
Notary Public, in and for the State of  
Washington, residing at Bremerton.

On this            day of            personally appeared  
to me known to be the

WITNESS my hand and official seal the day and year in this  
certificate first above written.

Notary Public in and for the State,  
Washington, residing at Bremerton

REEL 106FR 238

SCHEDULE A

All that portion of the following described tract lying within Tract 1, Joseph Daly's Garden Tracts, in Government Lot 1, Section 14, Township 24 North, Range 1 East, W.M., as recorded in Volume 4 of Plats, Page 11, County Auditor's Office, Kitsap County, Washington, and more particularly described as follows:

Beginning at the Southwest corner of Tract 1, Joseph Daly's Garden Tracts; thence North  $0^{\circ}22'$  West 240.19 feet along the West line of said Tract and its production to the Inner Harbor line of Port Washington Narrows; according to official Harbor line maps on file at State Land Commissioners Office, Olympia, Washington; thence along said inner Harbor line South  $74^{\circ}14'37''$  East 14.29 feet; thence along said inner harbor line North  $85^{\circ}30'$  East 58.46 feet; thence along inner harbor line South  $67^{\circ}30'$  East 66.71 feet to its intersection with its production of East line of said Tract 1; thence South  $0^{\circ}22'$  East 215.33 feet along said East line of said Tract 1 and the production thereof; thence along the South line of said Tract 1, South  $89^{\circ}58'30''$  West 133.5 feet to the True Point of Beginning;

Situate in Kitsap County, Washington.

REEL 106A 239

Supplement to Lease

1. Lent's Inc. will provide:

- a. 2 stalls of existing garage building.
- b. The area of the west end of existing office/warehouse building to a north/south line at side doors.
- c. The furnishing and installation of ductwork for a new heat plant.
- d. 3 stalls of existing parking lot outside small side door on south end of office/warehouse building.
- e. Furnish and install plumbing fixtures and related piping for a new toilet room.
- f. Furnish and install stairs at side door.
- g. Install wall to separate office and warehouse area.

2. Bremerton Oil will provide:

- a. All interior finishes to existing office/warehouse building to suit their needs.
- b. The furnishing and installation of a new heat plant except for ductwork.

3. Both companies shall share loading facilities at this property along with the facilities at Lent's Inc.

LESSOR:

LENT'S INC.

By:

*Clinton Blomberg*

LESSEE:

BREMERTON OIL INC.

By:

*Gladys E. Myers*

Filed for Record *Feb 4* 19*47* at *8 a M*  
Request of *Walgren, Sutton & Mc Cluskey*  
TED WRIGHT, Kitsap County Auditor

REEL 106FR 240



**PIONEER NATIONAL  
TITLE INSURANCE**

A TICO COMPANY

Filed for Record at Request of

AFTER RECORDING MAIL TO:

LAW OFFICES OF  
**SANCHEZ, MARTIN & PAULSON**  
A PROFESSIONAL SERVICE CORPORATION  
309 GREAT-NORTHWEST SAVINGS BUILDING  
BREMERTON, WASHINGTON 98310

FILED FOR RECORD

REQ. OF  
PIONEER NAT'L TITLE INS. CO.

NOV 14 1980 AM 8:00

SHERRIL HUFF  
KITSAP COUNTY AUDITOR  
DEPUTY



8011140080

2-90433

98.50

FORM L58

### Statutory Warranty Deed

THE GRANTOR **T. CLINTON BLOMBERG** and **ROSALIE BLOMBERG**, his wife,  
d/b/a C-A-R ENTERPRISES,

for and in consideration of Ten dollars and other good and valuable consideration

in hand paid, conveys and warrants to **JAMES W. BENNETT** and **DOROTHEA M. BENNETT**, his wife,

the following described real estate, situated in the County of **Kitsap**, State of  
Washington:

All of Tract 1, Joseph Daly's Garden Tracts in Government Lot 1, Section 14, Township 24  
north, Range 1 east, W.M., according to plat recorded in Volume 4 of Plats, Page 11, in  
Kitsap County, Washington, and more particularly described as follows:

Beginning at the southwest corner of Tract 1, Joseph Daly's Garden Tracts;  
thence north 00°22' west 240.19 feet along the west line of said Tract and  
its production to the Inner Harbor Line of Port Washington Narrows according  
to Official Harbor Line Maps on file at State Land Commissioner's Office,  
Olympia, Washington; thence along said Inner Harbor Line south 74°14'37" east  
14.29 feet; thence along the said Inner Harbor Line north 85°30' east 58.46  
feet; thence along said Inner Harbor Line south 67°30' east 66.71 feet to its  
intersection with the production of the east line of said Tract 1, thence  
south 00°22' east 215.35 feet along said east line of said Tract 1 and the  
production thereof; thence along the south line of said Tract 1, south 89°58'30"  
west 133.50 feet to the point of beginning.

SUBJECT TO that certain Deed of Trust dated January 2, 1976, under Auditor's  
File No. 112111, in the amount of \$44,000.00, between Pedersen Oil Company, Inc.,  
Grantor; Seattle-First National Bank, Beneficiary; and Safeco Title Insurance Co.,  
Trustee; and

SUBJECT TO that certain Deed of Trust dated October 1, 1976, under Auditor's  
File No. 1147908, in the amount of \$60,385.46, between T. Clinton Blomberg and  
Rosalie Blomberg, his wife, d/b/a C-A-R ENTERPRISES, Grantor; Pedersen Oil Company,  
Inc., Beneficiary; and Safeco Title Insurance Co., Trustee.

Dated this 1st day of November, 1980.

NO. 6505  
KITSAP COUNTY  
TRANSACTION EXCISE TAX

PAID NOV 14 1980

AMOUNT 98.50  
COUNTY TREASURER  
BY D. Oliver

*T. Clinton Blomberg* (SEAL)  
T. Clinton Blomberg  
*Rosalie Blomberg* (SEAL)  
Rosalie Blomberg

STATE OF WASHINGTON

County of KITSAP

REEL 216FR 392

On this day personally appeared before me **T. CLINTON BLOMBERG** and **ROSALIE BLOMBERG**,  
to me known to be the individuals described in and who executed the within and foregoing Instrument, and  
acknowledged that they signed the same as their free and voluntary act and deed, for the  
uses and purposes therein mentioned.

GIVEN under my hand and official seal this

5<sup>th</sup>

day of

November, 1980

8011140080

Notary Public in and for the State of Washington,  
residing at Bremerton

8011210137

309 St. N.W. Bldg.  
Brem. 98310FILED FOR RECORD  
REC. OF *Larche, Martin*  
1980 NOV. 21 PM 1:54SHERRI LUFF  
KITSAP COUNTY AUDITOR  
DEPUTY *RCD*ASSIGNMENT OF LEASE

LENT'S, INC., assignor herein and lessee of premises described  
as follows:

All of Tract 1, Joseph Daly's Garden Tracts in Government  
Lot 1, Section 14, Township 24 North, Range 1 East,  
W.M., according to plat recorded in Volume 4 of Plats,  
Page 11, in Kitsap County, Washington, and more  
particularly described as follows:

Beginning at the Southwest corner of Tract 1, Joseph  
Daly's Garden Tracts; thence North 00°22' West 240.19  
feet along the West line of said Tract and its production  
to the Inner Harbor Line of Port Washington Narrows  
according to Official Harbor Line Maps on file at State  
Land Commissioners Office, Olympia, Washington; thence  
along said Inner Harbor Line South 74°14'37" East 14.29  
feet; thence along the said Inner Harbor Line North  
85°30' East 58.46 feet; thence along said Inner Harbor  
Line South 67°30' East 66.71 feet to its intersection  
with the production of the East line of said Tract 1;  
thence South 00°22' East 215.33 feet along said East  
line of said Tract 1 and the production thereof; thence  
along the South line of said Tract 1, South 89°58'30"  
West 133.50 feet to the point of beginning.

and which were demised by a lease dated October 1, 1976, a copy  
of which is attached hereto as Exhibit "A" and incorporated herein  
by this reference as though fully set forth, in consideration  
of the mutual covenants contained in the purchase agreement  
executed this day wherein LENT'S, INC. is Seller and SERVICE  
FUEL CO., INC. is Purchaser of the assets of Seller's oil  
department, assigns the lease to assignee subject to all the  
terms and conditions thereof and assignee accepts the assignment  
and shall perform all the terms and conditions thereof, including  
payment of all rent required by the provisions of the lease.

T. CLINTON BLOMBERG and ROSALIE BLOMBERG, husband and wife,  
lessor under the lease accepts the assignment to assignee, and  
releases assignor from all further obligations under the lease.

IN WITNESS WHEREOF, the parties have executed this assignment  
at Bremerton, Washington the 6<sup>th</sup> day of November, 1980.

LESSEE AND ASSIGNOR:

LENT'S, INC.

REEL 216FR1835

8011210137

By T. Blomberg  
PresidentBy Rosalie Blomberg  
Secretary

8011210137

309 H.H.W. Bldg.  
Brem. 98310

FILED FOR RECORD  
REG. OF *Lands, Martin*  
1980 NOV 21 PM 1:54

GERRIL HUFF  
KITSAP COUNTY AUDITOR  
DEPUTY *Red*

ASSIGNMENT OF LEASE

LENT'S, INC., assignor herein and lessee of premises described  
as follows:

All of Tract 1, Joseph Daly's Garden Tracts in Government  
Lot 1, Section 14, Township 24 North, Range 1 East,  
W.M., according to plat recorded in Volume 4 of Plats,  
Page 11, in Kitsap County, Washington, and more  
particularly described as follows:

Beginning at the Southwest corner of Tract 1, Joseph  
Daly's Garden Tracts; thence North 00°22' West 240.19  
feet along the West line of said Tract and its production  
to the Inner Harbor Line of Port Washington Narrows  
according to Official Harbor Line Maps on file at State  
Land Commissioners Office, Olympia, Washington; thence  
along said Inner Harbor Line South 74°14'37" East 14.29  
feet; thence along the said Inner Harbor Line North  
85°30' East 58.46 feet; thence along said Inner Harbor  
Line South 67°30' East 66.71 feet to its intersection  
with the production of the East line of said Tract 1;  
thence South 00°22' East 215.33 feet along said East  
line of said Tract 1 and the production thereof; thence  
along the South line of said Tract 1, South 89°58'30"  
West 133.50 feet to the point of beginning.

and which were demised by a lease dated October 1, 1976, a copy  
of which is attached hereto as Exhibit "A" and incorporated herein  
by this reference as though fully set forth, in consideration  
of the mutual covenants contained in the purchase agreement  
executed this day wherein LENT'S, INC. is Seller and SERVICE  
FUEL CO., INC. is Purchaser of the assets of Seller's oil  
department, assigns the lease to assignee subject to all the  
terms and conditions thereof and assignee accepts the assignment  
and shall perform all the terms and conditions thereof, including  
payment of all rent required by the provisions of the lease.

T. CLINTON BLOMBERG and ROSALIE BLOMBERG, husband and wife,  
lessor under the lease accepts the assignment to assignee, and  
releases assignor from all further obligations under the lease.

IN WITNESS WHEREOF, the parties have executed this assignment  
at Bremerton, Washington the 6<sup>th</sup> day of November, 1980.

LESSEE AND ASSIGNOR:

LENT'S, INC.

REEL 216FR1835

8011210137

By T. Blomberg  
President

By Rosalie Blomberg  
Secretary

ASSIGNEE:

SERVICE FUEL, INC.

By *James F. Smith*

President

By *William C. J. Smith*

Secretary

LESSOR:

*T. Clinton Blomberg*  
T. CLINTON BLOMBERG

*Rosalie Blomberg*  
ROSALIE BLOMBERG

STATE OF WASHINGTON )

: ss.

COUNTY OF KITSAP )

On this 6th day of November, 1980, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared *T. Blomberg* and *Rosalie Blomberg*, President and Secretary, respectively, of LENT'S, INC., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.

*J. Paul*  
Notary Public in and for the State of Washington, residing at Bremerton.

STATE OF WASHINGTON )

: ss.

COUNTY OF KITSAP )

On this 29th day of October, 1980, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared *James Bennett* and *W.A.J. Smith*, President and Secretary, respectively, of SERVICE FUEL CO., INC., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument.

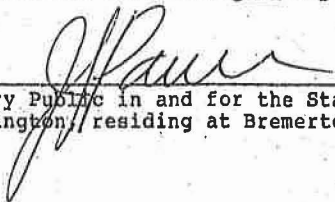
WITNESS my hand and official seal hereto affixed the day and year first above written.

*J. Paul*  
Notary Public in and for the State of Washington, residing at Bremerton.

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KITSAP )

On this day personally appeared before me T. CLINTON BLOMBERG and ROSALIE BLOMBERG, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 5<sup>TH</sup> day of November, 1980.

  
Notary Public in and for the State of  
Washington, residing at Bremerton.



8011210137

REEL 216FR1837

LEASE

THIS INSTRUMENT MADE and entered into this 1st day of October, 1976, by and between T. CLINTON BLONBERG and ROSALIE BLONBERG, his wife, Lessor, and LENT'S INC., a Washington corporation, Lessee.

WITNESSETH:

1. For and in consideration of the rentals heretofore reserved and the covenants hereinafter set forth, Lessor leases to Lessee, and Lessee leases from Lessor, the real estate more fully described on Schedule A, attached hereto, situated in Kitsap County, Washington, subject to the reservations and exceptions hereinafter set forth, upon the following terms and conditions.

2. The term of this lease shall be for a period of TEN (10) YEARS commencing upon the 1st day of October, 1976, and ending upon the last day of September, 1986.

3. The monthly rental shall be One Thousand Five Hundred Dollars (\$1,500.00) per month, payable in advance on the 1st day of each and every month, at the business address of Lessor. Should Lessor agree to make any alterations or additions to the present facilities for the benefit of Lessee, the monthly rental shall be adjusted by agreement and to the satisfaction of both Lessor and Lessee.

4. Lessee agrees to provide and pay for its own service utilities, including water, electricity, gas, heat and all other utilities, which may be required or used by Lessee.

Lessor shall pay all real estate taxes and assessments on the premises; provided, however, that Lessee shall pay the amount of any increases therein over the amount of such taxes payable during the calendar year 1976.

8011210137

EXHIBIT "A"

REEL 216 FR 1838

5. Lessee agrees to keep said premises in a clean, neat and orderly condition and will not permit waste thereon or conduct therein any unlawful business or enterprise and Lessee agrees to operate said premises in compliance with all laws and public regulations.

6. Lessee shall not assign or sublet this lease or any portion of the premises without the written consent of Lessor. In the event Lessor does so consent in writing to said assignment or subletting it is agreed that this shall not constitute a waiver of this provision as to subsequent assignments or subletting without Lessor's written consent.

7. Lessor shall not be required to make any repairs or any alterations to the property or any structures thereon, and no alterations or changes in the walls, floors or ceilings of said premises shall be made by Lessee without the written consent of Lessor. All improvements made by Lessee with the consent of Lessor which are substantial and make necessary any structural change or alterations in said premises shall become the property of Lessor at the termination of this lease or any extension thereof.

8. Lessee shall surrender possession of said premises at the expiration of this lease without further notice to quit and without further notice to repair and in as good repair and condition as the same are now in or may hereafter be placed, unavoidable wear through careful use or damage by fire caused without any fault on Lessee's part excepted.

9. Lessee shall hold Lessor harmless from any and all liabilities which may arise by virtue of the tenancy of said property by Lessee. In the event any judgment should be obtained against Lessor arising out of Lessee's occupancy, or tenancy of said property, Lessee shall pay the same, and if any such judgment should be unpaid and

unsatisfied, such failure to pay the same shall constitute a breach of this lease for which the same may be cancelled at the option of Lessor.

10. Any failure on Lessee's part to comply with any of the terms, covenants and conditions of this lease shall make the whole amount of rent for the term of this lease due, and Lessor may proceed to cancel the same; and they may elect to declare a forfeiture of its lease and all Lessee's rights thereunder, an ordinary notice to quit being sufficient for this purpose as well as a basis for suit for possession, and the acceptance of partial payments of rent due shall not constitute a waiver of the right of action for the balance due added by attachment or of action for forcible entry and detained for possession on account of the unpaid balance of rent for the month upon which part payment was made. In the event such legal action is necessary by Lessor, Lessee shall pay to Lessor, a reasonable sum for Lessor's attorney's fees, said sum to be fixed by the court.

11. In the event Lessee should become insolvent or bankrupt, this lease shall immediately terminate and this lease shall in no event be considered an asset of the Lessee in the event of any such insolvency or bankruptcy.

12. In the event any or all of the premises herein demised are condemned by any government authority, including but not by way of limitation, school districts, city, State of Washington, or Federal Government, then this lease shall immediately terminate and the rights of Lessee shall be terminated and it shall not participate in any award of condemnation damages.

13. If during the term of this lease, the building improvements should be destroyed by fire or the elements, or partly destroyed,

8011210137

REEL 216FR1840

so as to render the premises wholly unfit for occupancy, then at Lessor's option said lease shall become null and void and shall cease from the date of such damage or destruction and Lessee shall immediately surrender said premises and all interest therein to Lessor, and the Lessee shall then be required to pay rent within the term only to the time of such surrender, and in case of destruction or partial destruction, as above mentioned, Lessor may re-enter and repossess said premises discharged of said lease, and may remove all parties therefrom. If said premises are repairable within ninety (90) days from the happening of such injury, then at the option of the Lessor he may restore or repair them, and the rent shall not run or accrue after the injury or while the process of repair is going on, and if Lessor exercises said option to repair or restore, he shall do so at all reasonable speed and the rent shall recommence after said repair is completed and the premises are fit for occupancy by Lessee.

14. Lessor shall at his expense maintain and repair the roof and exterior of the building, including foundations, except glass <sup>and black topping.</sup> Lessee shall at its expense make any other necessary repairs to the building, including glass, wiring, plumbing and all other repairs necessary for the use and enjoyment of said building, including interior painting and decoration.

15. Lessee shall keep said premises in a reasonable state of repair and in a clean and neat condition, reasonable wear excepted, and Lessor shall have the right to inspect the same at reasonable times and intervals.

16. Lessee accepts the condition of the premises as is, and Lessor as between these parties shall not be liable in damages, loss or injury to the person, property or effects of the Lessee or any other person

8011210137

REEL 216FR1841

suffering damages to the person or property in and about the same by reason or any present, future, latent or other defects in the form, character or condition of the premises, and Lessee shall be responsible as between the parties to remove all ice and snow from the immediate entrance and parking area in front of the premises used by customers of Lessee.

17. Either party upon written notice given to the other party at least thirty (30) days prior to the end of the third, sixth and ninth years of the lease term may ask for an adjustment of the rental and the parties shall in good faith promptly meet to negotiate a new rental rate. If the parties fail to negotiate a satisfactory rent within thirty (30) days after receipt of the written request to adjust the rent by the party to whom it was addressed, then the matter shall be submitted to a board of arbitrators, one member to be selected by each party and the third member to be selected by the two arbitrators selected by the parties. The parties agree to be bound by the determination of rent made by the arbitrators. The rent during the negotiation or arbitration period shall continue at the current rate but any change in the rent made by the arbitrators shall be effective as of the first day of January following the year in which timely notice was given to adjust the rent. Any change in rent shall not take into account the oil tanks, oil piping, concrete retaining walls and bases, and oil distribution facilities placed on the premises prior to or subsequent to the commencement date of this lease, by Lessee.

18. Lessor hereby releases Lessee of and from every and all right, claim and demand that Lessor may hereafter have against Lessee, its successors, or assigns, arising out of or in connection with any loss or losses occasioned by fire and such items as are included under the normal extended coverage clauses of fire insurance policies and does hereby waive

all right of subrogation in favor of insurance carriers against Lessee arising out any losses occasioned by fire and such items as are included under the

8011210137

REEL 216FR1842

normal extended coverage clauses of fire insurance policies and does hereby waive all right of subrogation in favor of insurance carriers against Lessee arising out of any losses occasioned by fire and such items as are included under the normal extended coverage clauses of fire insurance policies and does hereby waive all rights of subrogation in favor of insurance carriers against Lessee arising out of any losses occasioned by fire and such items as are included under the normal extended coverage clauses of fire insurance policies, and sustained by Lessor in or around premises. Lessee hereby releases Lessor from any and every right, claim and demand that Lessee may hereafter have against Lessor or Lessor's successors or assigns, arising out of or in connection with any loss or losses occasioned by fire and such items as are included under the normal extended coverage clauses of fire insurance policies, and does hereby waive all rights of subrogation in favor of insurance carriers against Lessor arising out of any losses occasioned by fire and such items as are included under the normal extended coverage clauses of fire insurance policies, and sustained by Lessee to its trade, fixtures, equipment and merchandise in premises. The waivers provided for in this paragraph shall be applicable and effective only in the event such waivers are obtainable from the insurance carriers concerned.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

T. Clinton Blomberg  
(T. Clinton Blomberg)

Rosalie Blomberg  
(Rosalie Blomberg)

LENT'S INC.  
By T. Blomberg  
President

By G. T. Young  
Secretary-Treasurer

LESSOR  
8011210137

LESSEE  
REEL 216FR1843

STATE OF WASHINGTON  
COUNTY OF KITSAP

} ss.

On this 1st day of October, 1976, personally appeared  
T. CLINTON BLOMBERG and ROSALIE BLOMBERG, his wife, to me known to  
be the individuals described in and who executed the within instrument,  
and acknowledged to me that they signed and sealed the same as their  
free and voluntary act and deed for the uses and purposes therein  
mentioned.

WITNESS my hand and official seal the day and year in this  
certificate first above written.

*Bill J. Middleton*  
Notary Public in and for the State of  
Washington, residing at Bremerton

NOTARIAL SEAL

8011210137


REEL 216FR1844

STATE OF WASHINGTON  
COUNTY OF KITSAP

)  
) ss.  
)

On this 1st day of October, 1976, personally appeared  
THEODORE C. BLOMBERG and CORUXON YOUNG, to me known to be the  
President and Secretary-Treasurer of LENT'S INC., the corporation  
executing the foregoing instrument, and acknowledged said instrument  
to be the free and voluntary act and deed of said corporation, for  
the uses and purposes therein mentioned, and on oath stated that  
they were authorized to execute the said instrument and that the seal  
affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day  
and year in this certificate above written.

  
*Becky M. Allen*  
Notary Public in and for the State  
of Washington, residing at Bremerton

(NOTARIAL SEAL)

8011210137

REEL 216FR1845

## SCHEDULE A

The legal description of real estate leased from T. CLINTON  
BLAMBERG and ROSALIE BLAMBERG, his wife, the lessors, to LIENT'S INC.,  
the lessee, on October 1, 1976 is as follows:

All that portion of the following described tract lying  
within Tract 1, Joseph Daly's Garden Tracts, in Government  
Lot 1, Section 14, Township 24 North, Range 1 East, N.M.,  
as recorded in Volume 4 of Blaine, Page 11, County Auditor's  
Office, Kitsap County, Washington, and more particularly  
described as follows:

Beginning at the Southwest corner of Tract 1, Joseph Daly's  
Garden Tracts; thence North 0°22' West 240.19 feet along  
the West line of said Tract and its production to the inner  
Harbor line of Port Washington Narrows; according to official  
Harbor line maps on file at State Land Commissioners Office,  
Olympia, Washington; thence along said inner Harbor line  
South 74°14'37" East 14.29 feet; thence along said inner  
harbor line North 85°30' East 58.46 feet; thence along inner  
harbor line South 67°30' East 66.71 feet to its intersection  
with its production of East line of said Tract 1; thence  
South 0°22' East 215.33 feet along said East line of said  
Tract 1 and the production thereof; thence along the South  
line of said Tract 1, South 89°58'30" West 133.5 feet to the  
True Point of Beginning;

Situate in Kitsap County, Washington.

reprinted value of the mineral lot in Blaine, ...

8011210137

REEL 216FR1846



A TICOR COMPANY

Filed for Record at Request of

8101300128

AFTER RECORDING MAIL TO:

LAW OFFICES OF  
SANCHEZ, MARTIN & PAULSON  
A PROFESSIONAL SERVICE CORPORATION  
309 GREAT NORTHWEST SAVINGS BUILDING  
BREMERTON, WASHINGTON 98310

THIS SPACE RESERVED FOR RECORDER'S USE.

FILED FOR RECORD

REQ. OF Sanchez, Martin & Paulson

98 JAN 30 PM 2:00

SHERILL HUFF  
KITSAP COUNTY AUDITOR  
DEPUTY

## BILL OF SALE

FORM L 328

KNOW ALL MEN BY THESE PRESENTS: That T. CLINTON BLOMBERG and ROSALIE BLOMBERG, husband and wife, of Bremerton County of Kitsap, State of Washington, the parties of the first part, for and in consideration of the sum of ONE HUNDRED TEN THOUSAND and NO/100-----Dollars lawful money of the United States of America, to them In hand paid by JAMES W. BENNETT and DOROTHEA M. BENNETT, his wife, the parties of the second part, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and deliver unto the said part of the second part, the following described personal property now located at 1725 Pennsylvania Avenue N. in the City of Bremerton, County of Kitsap and State of Washington, to-wit:

Tank farm and related equipment, including, but not limited to the tanks, pumps, pumphouse, valves, fence, loading platform, bulkheads and fire system located on the real property described on Exhibit A attached hereto and incorporated herein by this reference as though fully set forth.

TO HAVE AND TO HOLD the same to the said parties of the second part, their heirs, executors, administrators and assigns forever. And said parties of the first part, for their heirs, executors, administrators, covenant and agree to and with the said parties of the second part, their executors, administrators and assigns, that said parties of the first part are owners of the said property, goods and chattels and have good right and full authority to sell the same, and that they will warrant and defend the sale hereby made unto the said parties of the second part, their executors, administrators and assigns, against all and every person or persons, whomsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seal this 5th day of November, 1980.

T. Clinton Blomberg (SEAL)  
Rosalie Blomberg (SEAL)  
(SEAL)  
(SEAL)

STATE OF WASHINGTON,

County of KITSAP

REC-221FR1904

On this day personally appeared before me T. CLINTON BLOMBERG and ROSALIE BLOMBERG to me known to be the individuals described in and who executed the within and foregoing instrument, acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this

12th day of November, 1980.

8101300128

Carol Castro  
Notary Public in and for the State of Washington  
residing at Bremerton

EXHIBIT A

The following tanks with related pumps, pumphouse, valves, fence, loading platform, bulkheads and fire systems:

- 1 - 72,000 gallon tank
- 1 - 46,000 gallon tank
- 1 - 27,000 gallon tank
- 1 - 26,000 gallon tank
- 2 - 19,000 gallon tanks

190,000 gallon tanks above ground

- 1 - 4,000 gallon tank
- 3 - 6,000 gallon tanks

22,000 gallon tanks below ground  
212,000 gallons total storage

located on the following described real property:

All of Tract 1, Joseph Daly's Garden Tracts in Government Lot 1, Section 14, Township 24 North, Range 1 East, W.M., according to plat recorded in Volume 4 of Plats, Page 11, in Kitsap County, Washington, and more particularly described as follows:

Beginning at the Southwest corner of Tract 1, Joseph Daly's Garden Tracts; thence North 00°22' West 240.19 feet along the West line of said Tract and its production to the Inner Harbor Line of Port Washington Narrows according to Official Harbor Line Maps on file at State Land Commissioners Office, Olympia, Washington; thence along said Inner Harbor Line South 74°14'37" East 14.29 feet; thence along the said Inner Harbor Line North 85°30' East 58.46 feet; thence along said Inner Harbor Line South 67°30' East 66.71 feet to its intersection with the production of the East line of said Tract 1; thence South 00°22' East 215.33 feet along said East line of said Tract 1 and the production thereof; thence along the South line of said Tract 1, South 89°58'30" West 133.50 feet to the point of beginning.

8101300128

REC-221M1905

8807120025

E-61277

TRUSTEE'S DEED

Grantor, JOHN S. PETERSON, the duly appointed and qualified Trustee in Bankruptcy for JAMES WILLARD BENNETT and DOROTHEA MAE BENNETT, husband and wife, proceedings in the United States Bankruptcy Court for the Western District of Washington, Bankruptcy Case No. 88-00575, for and in consideration of the sum of \$15,000.00 and other valuable consideration, does hereby

GRANT, CONVEY AND QUITCLATM unto WILKINS DISTRIBUTING CO., INC. its successors, administrators, and assigns, all of the interest of the Grantor in and to the real property in Kitsap County, Washington, the legal description of which is attached hereto as Exhibit "A" and incorporated herein by reference, to have and to hold the premises herein granted into the Grantee, its successors and assigns forever.

This conveyance is authorized by Order Authorizing Sale of Real Property Free and Clear of Liens entered on June 14, 1988 by Hon. Thomas T. Glover, Bankruptcy Judge, U.S. Bankruptcy Court for the Western District of Washington, in Case No. 88-00515.

IN WITNESS WHEREOF the undersigned hereto sets his hand and seal this 1st day of July, 1988.

FILED FOR RECORD  
LAND TITLE COMPANY  
REQ. OF

JUL 11 1988 AM 8:00  
STATE OF WASHINGTON )  
KAREN FLYNN  
COUNTY OF KITSAP KITSAP COUNTY AUDITOR  
DEPUTY

JOHN S. PETERSON  
Trustee in the Bankruptcy of JAMES  
WILLARD BENNETT and DOROTHEA MAE  
BENNETT, husband and wife

I certify that I know or have satisfactory evidence that JOHN S. PETERSON signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as Trustee in Bankruptcy of James Willard Bennett and Dorothea Mae Bennett, husband and wife, to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: 7-1-88

NOTARY PUBLIC in and for the State  
of Washington, residing at: Bellevue

My Commission expires: 10-21-91

REEL 46781823

Return to  
GUSKIRK & ANDERSON  
Attorneys at Law  
Spinaker Building, Suite 204  
4110 Kitsap Way  
Bremerton, WA 98312

NO. 4140  
KITSAP COUNTY  
TRANSACTION EXCISE TAX

PAID JUL 11 1988

AMOUNT 15000  
COUNTY TREASURER  
BY JD Head

8807120025



PARCEL 1:

All of Tract 1, Joseph Daly's Garden Tracts in Government Lot 1, Section 14, Township 24 North, Range 1 East, W.M., in Kitsap County, Washington, according to plat recorded in Volume 4 of Plats, Page 11, in Kitsap County, Washington, and more particularly described as follows:

Beginning at the Southwest corner of Tract 1, Joseph Daly's Garden Tracts; thence North 00°22' West 240.19 feet along the West line of said Tract and its production to the Inner Harbor line of Port Washington Narrows according to Official Harbor Line Maps on file at State Land Commissioner's Office, Olympia, Washington; thence along said Inner Harbor Line South 74°14'37" East 14.23 feet; thence along said Inner Harbor line North 85°30' East 58.46 feet; thence along said Inner Harbor Line South 67°30' East 66.71 feet to its intersection with the production of the East line of said Tract 1; thence South 00°22' East 215.33 feet along said East line of said Tract 1 and the production thereof; thence along the South line of said Tract 1, South 89°58'30" West 133.50 feet to the Point of Beginning.

EXHIBIT

A

REEL 467FR1824

8807120025



EXXON MOBIL CORP

CI

\$18.00 Kitsap Co, WA

200204230261

Page 1 of 2

04/23/2002 12:38P

**RETURN ADDRESS**

Exxon Mobil Corporation  
P.O. Box 2305  
Houston, Texas 77252-2305

Fee #3025724

Please print neatly or type information  
**Document Title (s)**

**Statement of Claim of Mineral Interest****Reference Number(s) of related documents:**

Additional Reference #'s on page \_\_\_\_\_

**Grantor(s) (Last, First and Middle Initial)**Mobil Oil Corporation

Additional grantors on page \_\_\_\_\_

**Grantee(s) (Last, First and Middle Initial)**Exxon Mobil Corporation

Additional grantees on page \_\_\_\_\_

**Legal Description** (abbreviated from: i.e. lot, block plat or section, township, range, quarter/quarter)GOV'T LOT 1, SEC 14, 24N-1E

Additional legal is on page \_\_\_\_\_

**Assessor's Property Tax Parcel/Account Number**3741-000-001-0007

Additional parcel #'s on page \_\_\_\_\_

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

**I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.**

\_\_\_\_\_  
**Signature of Requesting Party**

## STATEMENT OF CLAIM OF MINERAL INTEREST

STATE OF WASHINGTON

COUNTY OF KITSAP

## 1. Current owner of the mineral interest:

Name: Exxon Mobil CorporationAddress: P.O. Box 2305, Houston, TX 77252-2305

## 2. Original owner of the mineral interest:

Name: Mobil Oil Corporation, formerly Socony Mobil Oil Company, Inc.Address: PO Box 2080, Dallas, Texas 75221-2080

## \*3. Description of property in which the mineral interest is held:

KITSAP COUNTY, WASHINGTON  
 T24N, R1E, SEC: 14, GOVT. LOT 1  
 BEG AT SW/C OF TRACT 1, JOSEPH DALY'S GARDEN TRACT,  
 TH N 0 DEG 22 MIN W 240.19 FT ALG W LINE OF SD TRACT & ITS  
 PRODUCTION TO INNER HARBOR LINE OF PORT WASHINGTON NARROWS,  
 TH ALG INNER HARBOR LINE S 74 DEG 14 MIN 37 SEC E 14.29 FT,  
 TH ALG INNER HARBOR LINE N 85 DEG 30 MIN E 58.46 FT,  
 TH ALG INNER HARBOR LINE S 67 DEG 30 MIN E 66.71 FT TO ITS  
 INTERSECTION W/ PRODUCTION OF E LINE OF SD TRACT 1,  
 TH S 0 DEG 22 MIN E 215.33 FT ALG SD E LINE,  
 TH ALG S LINE OF SD TRACT 1 S 89 DEG 58 MIN 30 SEC W 133  
 .50 FT TO POB.

The undersigned currently holds and claims ownership of the mineral interests described above.\*

NAME OF OWNER

ADDRESS OF OWNER

EXXON MOBIL CORPORATION

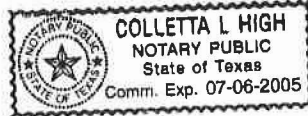
P O BOX 2305  
HOUSTON, TEXAS 77252-2305

EXECUTED this 15<sup>th</sup> day of January, A.D.  
 2002.

Owner: EXXON MOBIL CORPORATION

BY: M.W. Goin  
 M.W. Goin, Attorney-in-Fact *ws*

STATE OF TEXAS }  
 COUNTY OF HARRIS } SS.



Transaction	<u>AP</u>
Form	<u>AP</u>
Verified	<u>AP</u>

The foregoing instrument was acknowledged before me this  
15<sup>th</sup> day of Jan, 2002, by M.W. Goin as Attorney-in-Fact for and on behalf of Exxon  
 Mobil Corporation, a New Jersey corporation. Witness my hand and official seal the day and year  
 last above written.

My Commission expires: 7.6.05

Colletta L. High  
 Notary Public



EXXON MOBIL CORP

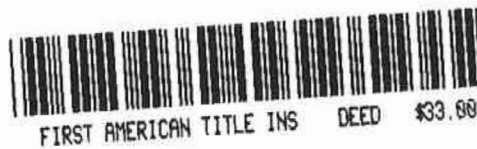
C1

\$10.00

200204230261  
 Page 2 of 2  
 04/23/2002 12:38P  
 Kitsap Co, WA

AFTER RECORDING MAIL TO:

PNEC Corporation  
PO Box 4159  
Orange, CA 92863



200609140303  
Page: 1 of 2  
09/14/2006 03:42P  
Kitsap Co, WA

FIRST AMERICAN TITLE INS DEED \$33.00

KITSAP COUNTY TREASURER EXCISE

2006EX08335

Total : \$3811.01

09/14/2006

Clerk's Initial

Filed for Record at Request of:  
First American Title Insurance Company

Space above this line for Recordors use only

## STATUTORY WARRANTY DEED

File No: **4411-888650 (DB)**  
**NCS 251839**

Date: **August 29, 2006**

Grantor(s): **Nordic Properties, Inc.**

Grantee(s): **PNEC Corporation**

Abbreviated Legal: **Lt 1 and Ptn Lt 2 Vol 4 Pg 11, Ptn Gov Lt 1 Sec 14, T24N, R1E, WM**

Additional Legal on page: **1,2**

Assessor's Tax Parcel No(s): **37410000010007 and 37410000020006**

**THE GRANTOR(S) Nordic Properties, Inc.** for and in consideration of **Ten Dollars and other Good and Valuable Consideration**, in hand paid, conveys, and warrants to **PNEC Corporation, a Washington Corporation**, the following described real estate, situated in the County of **Kitsap**, State of **Washington**.

**ALL OF TRACT 1, JOSEPH DALY'S GARDEN TRACTS IN GOVERNMENT LOT 1, SECTION 14, TOWNSHIP 24 NORTH, RANGE 1 EAST, W.M., IN KITSAP COUNTY, WASHINGTON, ACCORDING TO PLAT RECORDED IN VOLUME 4 OF PLATS, PAGE 11, IN KITSAP COUNTY, WASHINGTON, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

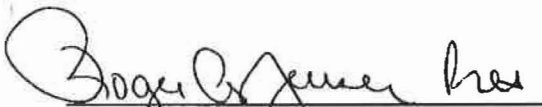
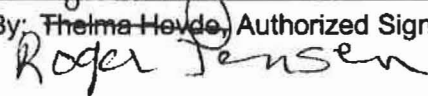
**BEGINNING AT THE SOUTHWEST CORNER OF TRACT 1, JOSEPH DALY'S GARDEN TRACTS; THENCE NORTH 00° 22' WEST 240.19 FEET ALONG THE WEST LINE OF SAID TRACT AND ITS PRODUCTION TO THE INNER HARBOR LINE OF PORT WASHINGTON NARROWS ACCORDING TO OFFICIAL HARBOR LINE MAPS ON FILE AT STATE LAND COMMISSIONER'S OFFICE, OLYMPIA, WASHINGTON; THENCE ALONG SAID INNER HARBOR LINE SOUTH 74° 14' 37" EAST 14.29 FEET; THENCE ALONG SAID INNER HARBOR LINE NORTH 85° 30' EAST 58.46 FEET; THENCE ALONG SAID INNER HARBOR LINE SOUTH 67° 30' EAST 66.71 FEET TO ITS INTERSECTION WITH THE PRODUCTION OF THE EAST LINE OF SAID TRACT 1; THENCE SOUTH 00° 22' EAST 215.33 FEET ALONG SAID EAST LINE OF SAID TRACT 1 AND THE PRODUCTION THEREOF; THENCE ALONG THE SOUTH LINE OF SAID TRACT 1, SOUTH 89° 58' 30" WEST 133.50 FEET TO THE POINT OF BEGINNING.**

**PARCEL 2:**

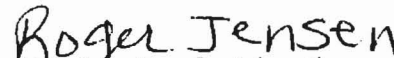
**THE NORTH HALF OF LOT 2, JOSEPH DALY'S GARDEN TRACTS, ACCORDING TO PLAT  
THEREOF RECORDED IN VOLUME 4 OF PLATS, PAGE 11, IN KITSAP COUNTY,  
WASHINGTON**

Subject To: This conveyance is subject to covenants, conditions, restrictions and easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey.

Nordic Properties, Inc.


  
By: ~~Thelma Howde~~, Authorized Signer  


STATE OF Washington )  
 )-ss  
COUNTY OF Kitsap )

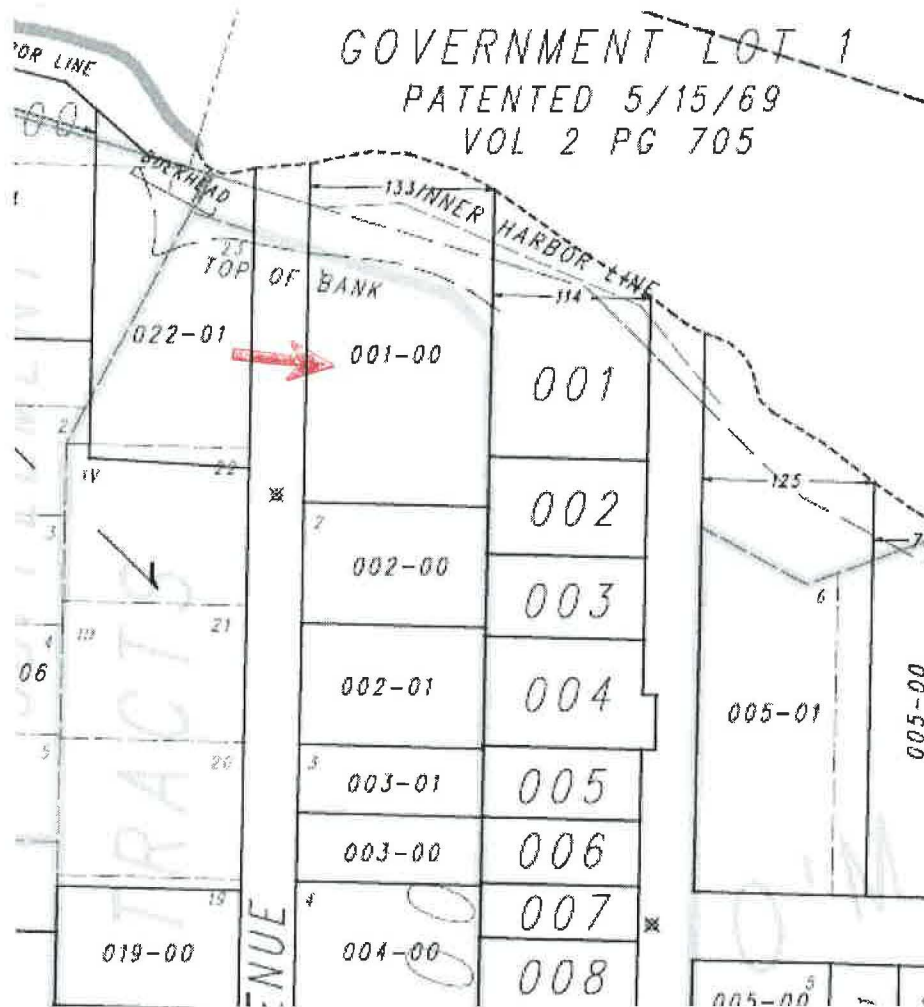


I certify that I know or have satisfactory evidence that ~~Thelma Howde~~, is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument, on oath stated that he/she/they is/are authorized to execute the instrument and acknowledged it as the **Authorized Signer** of **Nordic Properties, Inc.** to be the free and voluntary act of such party(ies) for the uses and purposes mentioned in this instrument.

Dated: 9-1-06

  
Debby Bearden  
Notary Public in and for the State of Washington  
Residing at: PORT ORCHARD  
My appointment expires: 1-1-10





**stewart**  
title of kitsap county



Order No. 201121826

This sketch is provided without charge for your information. It is not intended to show all matters related to the property including, but not limited to area, dimensions, easements, encroachments or location of boundaries. It is not part of, nor does it modify, the commitment or policy to which it is attached. The company assumes NO LIABILITY for any matter related to this sketch. Reference should be made to an accurate survey for further information.